



## NOTICE OF SOLICITATION

SERIAL 08097 ITN

### INVITATION TO NEGOTIATE:

#### REVENUE GENERATING BUSINESS (I.E. RESTAURANT FOOD SERVICE OPERATOR), SECURITY BUILDING

AUGUST 18, 2008

Dear Interested Party:

Maricopa County is accepting proposals from Respondents who are interested in operating a revenue generating business (I.E. RESTAURANT FOOD SERVICE OPERATOR), in the County owned Security Building.

Maricopa County (County) intends to enter into a contract with a firm to operate a revenue generating business in the Security Building, First Floor, located at 222 North Central Avenue, Phoenix, AZ. See Exhibit A (attached) for details of Scope of Service.

Maricopa County (County) is the largest county in Arizona, the second largest government in the state, and is one of the fastest growing counties in the nation. Geographically, at 9,226 square miles, the County is the 14<sup>th</sup> largest county in the United States, larger than seven states. With over 2.9 million residents, it is the fifth most populous county in the nation and home to more people than seventeen states and the District of Columbia.

This Invitation to Negotiate (ITN) will define the general requirements and basic services being sought by the County, as well as the proposal procedures and the evaluation and award criteria, and other factors pertinent to this ITN. Any resultant contract will have a ten-year term with ten one-year renewals at the County's option (see attached Draft County contract).

We invite Respondents to submit a proposal to us by **2:00 P.M.**, Arizona Time, on Friday, November 7, 2008 for consideration. Proposals received after that time and date may not be considered, at the County's sole discretion.

**THERE WILL BE A MANDATORY PRE-PROPOSAL CONFERENCE ON OCTOBER 16, 2008, 9:00 AM AT THE MARICOPA COUNTY SECURITY BUILDING, 222 NORTH CENTRAL AVE, FLOOR 1-A (SEMINAR ROOM) PHOENIX, ARIZONA 85003**

#### **Mandatory Proposer Requirements:**

1. **Minimum five years as an on going business concern.**
2. **Documentable history of profitable business operations in the line of business proposed.**
3. **If a franchise arrangement is proposed a signed franchise agreement in effect.**

#### **Proposal Components:**

Respondents should submit a proposal (not to exceed 50 pages) with the following information. .

- Type of establishment/venue and brand proposed (book store, bank, food court, fast food, sit down restaurant, etc.) .

- General background information on the Respondent's firm, including a list of current clients or venues; Identification of principles that would be involved in any resultant contract;
- A brief outline of how the Respondent would provide services described in its scope of work;
- Respondent's qualifications;
- Revenue – sharing plan, price to County, etc.,(Attachment A);
- References; (Respondents must provide at least five (5) reference. Included must be the name of the government or company. Preference in awarding a contract may be given to the Respondent furnishing government accounts similar in size to Maricopa County.)
- Any other information deemed relevant or important for the County to consider.

Proposals should contain all information necessary to permit the County to determine each Respondent's qualifications and ability to develop and successfully operate the business concept proposed.

Respondents shall provide their proposals in accordance as follows:

- One (1) original hardcopy of all proposal documents.
- One (1) CD providing all proposal documents in Word, Excel (Attachment A) and then the entire proposal document in PDF format.
- Five (5) CD's providing the entire proposal in PDF format only.

Respondents shall address proposals identified with return address, serial number and title in the following manner:

Maricopa County  
Materials Management Department  
320 West Lincoln Street  
Phoenix, Arizona 85003-2494

**SERIAL 08097-ITN, REVENUE GENERATING BUSINESS (I.E. RESTAURANT FOOD SERVICE OPERATOR), SECURITY BUILDING**

Proposals shall be signed by an owner, partner or corporate official who has been authorized to make such commitments. All prices shall be held firm for a period of one hundred fifty (150) days after the ITN closing date.

Exceptions to the Solicitation:

The Respondent shall identify and list all exceptions taken to all sections of 08097-ITN and list these exceptions referencing the section (paragraph) where the exception exists and identify the exceptions and the proposed wording for the Respondent's exception under the heading, "Exception to the PROPOSAL Solicitation, SERIAL 08097-ITN." **Exceptions that surface elsewhere and that do not also appear under the heading, "Exceptions to the PROPOSAL Solicitation, SERIAL 08096-ITN," shall be considered invalid and void and of no contractual significance.**

The County reserves the right to reject, determine the proposal non-responsive, enter into negotiation on any of the Respondent exceptions, or accept them outright.

Format and Content:

To aid in the evaluation, it is desired that all proposals follow the same general format. The proposals are to be submitted in binders and have sections tabbed as below: (Responses are limited to 50 pages, single sided, 10 point font type).

1. Table of Contents
2. Letter of Transmittal
3. Executive Summary – This section shall contain an outline of the general approach utilized in the proposal.

4. Proposal – This section should contain a statement of all of the programs and services proposed, including conclusions and generalized recommendations. Proposals should be all-inclusive, detailing Respondent's best offer.
5. Qualifications – This section shall describe the Respondent's ability and experience related to the programs and services proposed. All project personnel, as applicable, shall be listed including a description of assignments and responsibilities, a resume of professional experience, an estimate of the time each would devote to this program, and other pertinent information.
6. Proposal exceptions
7. Attachment A (Pricing)

All administrative information concerning this ITN can be located at <http://www.maricopa.gov/materials>. Any addenda to this ITN will be posted on the Maricopa County Materials Management web site under the solicitation serial number.

The Maricopa County Procurement Code ("The Code") governs this procurement and is incorporated by this reference. Any protest concerning this ITN must be filed with the Procurement Officer in accordance with Section MC1-905 of the Code.

**NOTE:** Maricopa County publishes its solicitations online and they are available for viewing and/or downloading at the following internet address: <http://www.maricopa.gov/materials/advbd/advbd.asp>.

Evaluation of Proposals – Selection Factors:

A Proposal Evaluation Committee shall be appointed, chaired by the Materials Management Department, to evaluate and score the Proposals based on the criteria listed below. All proposals will be evaluated for compatibility with the County's goals and objectives. The pricing proposals shall be reviewed in conjunction with the experience of the Respondent in working with similar programs. Additional information may be requested from any or all of the Respondents during the evaluation process. The county reserves the right to reject any or all proposals. Selection of any Respondent is solely at the discretion of the county. At the County's option, Respondents may be invited to make presentations to the Evaluation Committee. The County will conduct negotiations with the highest rated Firms. The following criteria are listed in descending order of importance.

- Type of Establishment/Venue proposed (i.e. Bank, Clinic, Food Court, Fast food, Sit Down Restaurant etc.)
- Firms and Staffs Qualifications
- Revenue (attachment A)

Your response to this ITN indicates your agreement to these conditions.

Submission Guidelines:

Proposals must consist of one original hard copy plus one electronic copy (CD) of your proposal in Word, Excel (attachment A) and PDF and five CD's of the entire proposal in PDF format only. Proposals are due no later than 2:00 PM, Arizona Time on November 7, 2008.

Maricopa County Materials Management  
320 West Lincoln Street  
Phoenix, Arizona 85382  
ATTN: Steven Dahle, Strategic Contract Manager

Any questions or explanations concerning this letter must be submitted via e-mail to Steve Dahle at [sdahle@mail.maricopa.gov](mailto:sdahle@mail.maricopa.gov). Only those questions received in writing will receive a response.

Respondents to this ITN and their agents may only contact the Issuing Officer, Steve Dahle, Strategic Contract Manager, Materials Management Department during this process. If Respondents contact any other employee of the County, including Proposals Evaluation Committee members regarding this ITN before the final contract has been

awarded by the Maricopa County Board of Supervisors, the Respondent's proposal may be disqualified from further consideration at the County's sole discretion.

Sincerely  
Steven Dahle  
Strategic Contract Manager

Attachments

Attachment A (Pricing)

Exhibits

Exhibit A, Scope of Services

Exhibit B, Floor Space Plan

Exhibit C, Draft Contract Pursuant to ITN

**ATTACHMENT "A"**  
**PRICING SHEET**

**SERIAL 08097-ITN**

VENDOR'S NAME: \_\_\_\_\_  
VENDOR NUMBER: \_\_\_\_\_  
VENDOR'S ADDRESS: \_\_\_\_\_  
P.O. ADDRESS: \_\_\_\_\_  
VENDOR'S PHONE #: \_\_\_\_\_  
VENDOR'S FAX #: \_\_\_\_\_  
VENDOR'S WEB SITE: \_\_\_\_\_  
VENDOR'S CONTACT (REP): \_\_\_\_\_  
E-MAIL ADDRESS (REP): \_\_\_\_\_

**1.0 REVENUE**

<b>1.1 BASE REVENUE (TO BE PAID ANNUALLY IN ADVANCE)</b>	<b>REVENUE</b>
YEAR 1	\$ _____
YEAR 2	\$ _____
YEAR 3	\$ _____
YEAR 4	\$ _____
YEAR 5	\$ _____
YEAR 6	\$ _____
YEAR 7	\$ _____
YEAR 8	\$ _____
YEAR 9	\$ _____
YEAR 10	\$ _____

<b>1.2 GROSS PERCENTAGE OF REVENUE (TO BE PAID ANNUALLY)</b>	
YEAR 1	_____ %
YEAR 2	_____ %
YEAR 3	_____ %
YEAR 4	_____ %
YEAR 5	_____ %
YEAR 6	_____ %
YEAR 7	_____ %
YEAR 8	_____ %
YEAR 9	_____ %
YEAR 10	_____ %

**EXHIBIT A**  
**SCOPE OF SERVICES**

**RESTAURANT FOOD SERVICE OPERATOR SECURITY BUILDING OR OTHER REVENUE  
GENERATING ACTIVITIES**

**1.0 INTENT**

- 1.1 Maricopa County (County) intends to enter into a contract with an entity to provide revenue generating activities (i.e. restaurant food service concessions, banking services, or other retail activities) on the first floor of the Security Building located at 234 North Central Avenue, Phoenix, AZ.
- 1.2 The County is located in the central portion of Arizona and is one of the fastest growing counties in the Nation with an estimated population of over 3 million people. The County's annual population growth is projected at 2.8% according to Census 2000 information. The County has experienced 44.8% growth in the last decade; in fact, more than half of the State of Arizona's population resides in Maricopa County. The tremendous growth in population has made the County the fourth most populous county in the United States. It is also larger than seven (7) other states.
- 1.3 Maricopa County government is a political subdivision of the State of Arizona's government and gains its authority through both, the State Constitution and its Legislature. The County's legislative body is a five-member panel of elected officials called the Board of Supervisors. There are also seven (7) other elected officials. The County is not a chartered government. The mission of Maricopa County is to provide regional leadership, fiscal responsibility and necessary public services to its residents so they may enjoy living in healthy and safe communities. Strategic priorities include: fiscally responsible regional leadership in critical public policy areas; stable property taxes; an integrated criminal justice system; and responsible land management. Summary and detailed information about Maricopa County may also be viewed via the County's web site at:

[http://www.maricopa.gov/county\\_glance/default.asp](http://www.maricopa.gov/county_glance/default.asp)

**2.0 SECURITY BUILDING DESCRIPTION**

**2.1 BUILDING**

- 2.1.1 The Security Building is a 12 story building located on the south west corner of Central and Van Buren in downtown Phoenix. It was built in 1928 by Dwight Heard to house the Security Improvement Company. The original building consisted of eight floors; the twelve-story south wing and ninth-floor penthouse were added in 1960. All of the floors have been renovated except the first floor. One of the biggest renovation projects was the historic renovation of the storefront. The eighth floor ballroom has been renovated and is currently occupied by the Arizona State Phoenix Urban Research Lab. Maricopa County purchased the 230,000 square foot building in March 2001. The building currently houses a number of County departments and the Phoenix Community Alliance.
- 2.1.2 The first floor of the Security Building will be occupied by revenue generating business (i.e. food service concession) and the County's Collaborative Solutions Center. The Collaborative Solutions Center will be moving into the first floor space in early 2009. The Collaborative Solutions Center is a kind of urban think tank to develop ideas and innovations for city and county governments, focusing on public policy and urban studies. Activities of the Collaborative Solutions Center will be 1) Develop and deliver seminars, workshops and policy forums addressing issues of urban governance, 2) service as a focal point for national and international visitors interested in innovation in local government, 3) assist local governments in developing innovative technologies and practices, 4) conduct research studies in innovation in city and county government, and 5) develop and deliver seminars and training to encourage innovation in government.

## 2.2 LOCATION

- 2.2.1 The downtown Phoenix area is experiencing dramatic growth with the development of the Arizona State University Downtown Campus, the expansion of the Phoenix Civic Plaza, new and renovated hotels, and new office and residential construction. The Security Building is located directly south of the main downtown transportation terminal for bus and light-rail passengers. ASU buildings are to the north and north east of the building and the Chase Bank tower is to the west.
- 2.2.2 The downtown Phoenix area currently has 2,639 businesses with 72,971 employees and the residential population is projected to grow to 39,182. The 2007 population estimate in a report prepared by the Downtown Phoenix Partnership for 3<sup>rd</sup> street and Jackson (less than a mile south of the Security Building) is 104,450 within a 3 mile radius and 368,309 within a 5 mile radius and growth in population is expected to be 7.24% by 2012 within a 5 mile radius.
- 2.2.3 Demographics etc. The Security Building is situated at the new center of downtown Phoenix. This building is across from a major transportation hub and the light rail station which will bring thousands of daily commuters to this location everyday. Light rail expects the ridership to increase monthly expanding the potential users to this site. In addition the ASU downtown campus is directly north of the Security Building with at 10,000 students living and taking classes within one block of the building. The residential population within three miles of the Security Building is expected to reach 40,000 within five years. Currently condos have been completed and occupied within two blocks of the building, and a new hotel within the block is under construction. The San Carlos hotel is on the street immediately adjacent to the Security Building, and the Convention Center and the new 1,000 room Sheraton Hotel are only two blocks away. Immediately across the street to the east is the Chase Building the largest building in Phoenix with 39 stories of occupied office space. A new office\condo complex is under construction and due for completion in 2009 on the north corner of the intersection with the Security Building. Vehicle traffic on this corner is one of the busiest sites in the City with thousands of vehicles passing the Security Building daily. Within immediate walking distance, at least 5,000 individuals work or reside daily, not counting students. Several major parking garages are within one block of the building with enough parking for 4,000 cars.

## 2.3 BUILDING

- 2.3.1 **BUILDING SHELL:** The space available is approximately 8,150 square feet with storefront along Van Buren Street and Central Avenue. See attached diagram. The storefront has been historically renovated and the interior demolition is complete. Tenant shell will be provided with utilities to the space but not distributed within the space. Walls are studded on the County's side, exposed ceiling within the space varies in height. Floor is concrete with broom finish.
- 2.3.2 **UTILITIES:** All normal utilities with the exception of voice/data will be stubbed to the offered space. Utility requirements greater than normally expected for a retail space due to the planned type of activity will be the responsibility of the respondent Load Densities:
- Lighting  $\pm$  2.5 watts/RSF
  - Receptacle Power  $\pm$  4.5 watts/RSF
- 2.3.3 **HVAC:** . The County will stub it out and the contractor's contractor will provide the branch lines with the VAV boxes and heat coils.
- The County is not responsible for voice and data service to the offered space or within the offered space.
  - All ventilation systems for cooking must be approved by the County.
- 2.3.4 The Contractor shall operate, secure, maintain, repair, and clean the contracted space and all common areas utilized by the lessee as necessary, to preserve and keep the Security

Building in good repair, order, and condition. The Contractor shall discharge such duties in a manner customary for a professional entity experienced in operating, maintaining, repairing, and cleaning comparable facilities.

2.3.4.1 The Contractor will be responsible for cleaning the leased areas, both interior and exterior (windows, sidewalks, doors and any other exterior apertures resulting from this agreement), and will provide the County with a cleaning schedule as part of its proposal.

2.3.4.2 The Contractor will be responsible for all landscaping, repair and maintenance.

2.3.5 The contractor will be responsible for all waste disposal and is responsible to ensure that all waste is stored and disposed of in manner as to prevent the breeding or attracting of any pests or insects. Waste storage containers and locations shall be approved by the County.

2.3.6 The contractor will be responsible for all facilities-related maintenance, repairs and replacement, including but not limited to, all mechanical, plumbing and electrical systems for the area leased under this agreement and any common areas utilized by the contractor under this agreement.

2.3.6.1 The contractor will be responsible for all utilities, including electricity, chilled water from Northwind cooling loop, water and sewer. The County shall have sub-meters installed for the measurement of all utilities, unless the county and the contractor agree to another measurement and verification process.

2.3.6.2 In addition the contractor shall be billed for all utilities used in accordance with 2.3.4.1. The contractor shall remit all payments to the County within 20 days of invoice date. Payments received after this date are subject to a 10% penalty and termination of service after 60 days.

## 2.4 CAPITAL EXPENDITURES / IMPROVEMENTS

2.4.1 All improvements needed for build out will be out contractor's expense and will become the property of the County.

2.4.2 Contractor will be responsible for all furnishing and equipment necessary for operation.

2.4.3 All facilities, tools, furnishings and equipment shall be returned to the County in at least the same condition as when provided the Contractor, fair wear and tear excepted.

2.4.4 The County reserves the right to approve all plans and specification for improvements and all furniture and equipment.

## 3.0 **SERVICES**

Overall, the Contractor's primary responsibility will be to provide restaurant/food service and catering to the people working, living and attending school in the area. The contractor shall provide, at no cost, all duties, responsibilities, and services to the County unless otherwise specifically excluded in writing.

### 3.1 DESIRED SERVICE

3.1.1 The County desires a contractor that will operate a revenue generating business (i.e. food service concession that provides a variety of food and beverage options, with a varied price range).

3.1.1.1 The County desires that t restaurant or other business will be open early morning from approximately 6:00 am and be open for 3 meals per day if applicable.



- 2.1.1.2 The desired contractor will be able to provide catering or other services for the Collaborative Solutions Center, other tenants in the building and other locations within close proximity.

### 3.2 PAYMENTS AND REVENUE

- 3.2.1 As consideration for this Contract, the Contractor shall pay the County the following Facility Fee amounts on the dates stated:

Guaranteed Payments Due to the County.

*(Dates are used for illustrative purposes only)(See Section 3.2.1.3 Below)*

<u>Date</u>	<u>Guaranteed Payment Amount</u>
July 1, 2009	_____
July 1, 2010	_____
July 1, 2011	_____
July 1, 2012	_____
July 1, 2013	_____
July 1, 2014	_____
July 1, 2015	_____
July 1, 2016	_____
July 1, 2017	_____
July 1, 2018	_____

- 3.2.2 Revenue Sharing Payment Due to the County.

The Contractor will also pay to the County, (to be proposed) % of gross revenues exceeding the base revenue for the period of July 1 through June 30 of each year. Revenue Sharing payments shall be due to the County thirty (30) days following the corresponding July 1 through June 30 periods. Base revenue for each year is as follows:

<u>Dates</u>	<u>Base Revenue Amount</u> (Respondent to propose, see Attachment "A")
July 1, 2008 – June 30, 2009	\$ _____
July 1, 2009 – June 30, 2010	\$ _____
July 1, 2010 – June 30, 2011	\$ _____
July 1, 2011– June 30, 2012	\$ _____
July 1, 2008 – June 30, 2013	\$ _____
July 1, 2009 – June 30, 2014	\$ _____
July 1, 2010 – June 30, 2015	\$ _____
July 1, 2011– June 30, 2016	\$ _____
July 1, 2008 – June 30, 2017	\$ _____
July 1, 2008 – June 30, 2018	\$ _____

- 3.2.3 The Contractor shall forward all revenue payments to the following address:

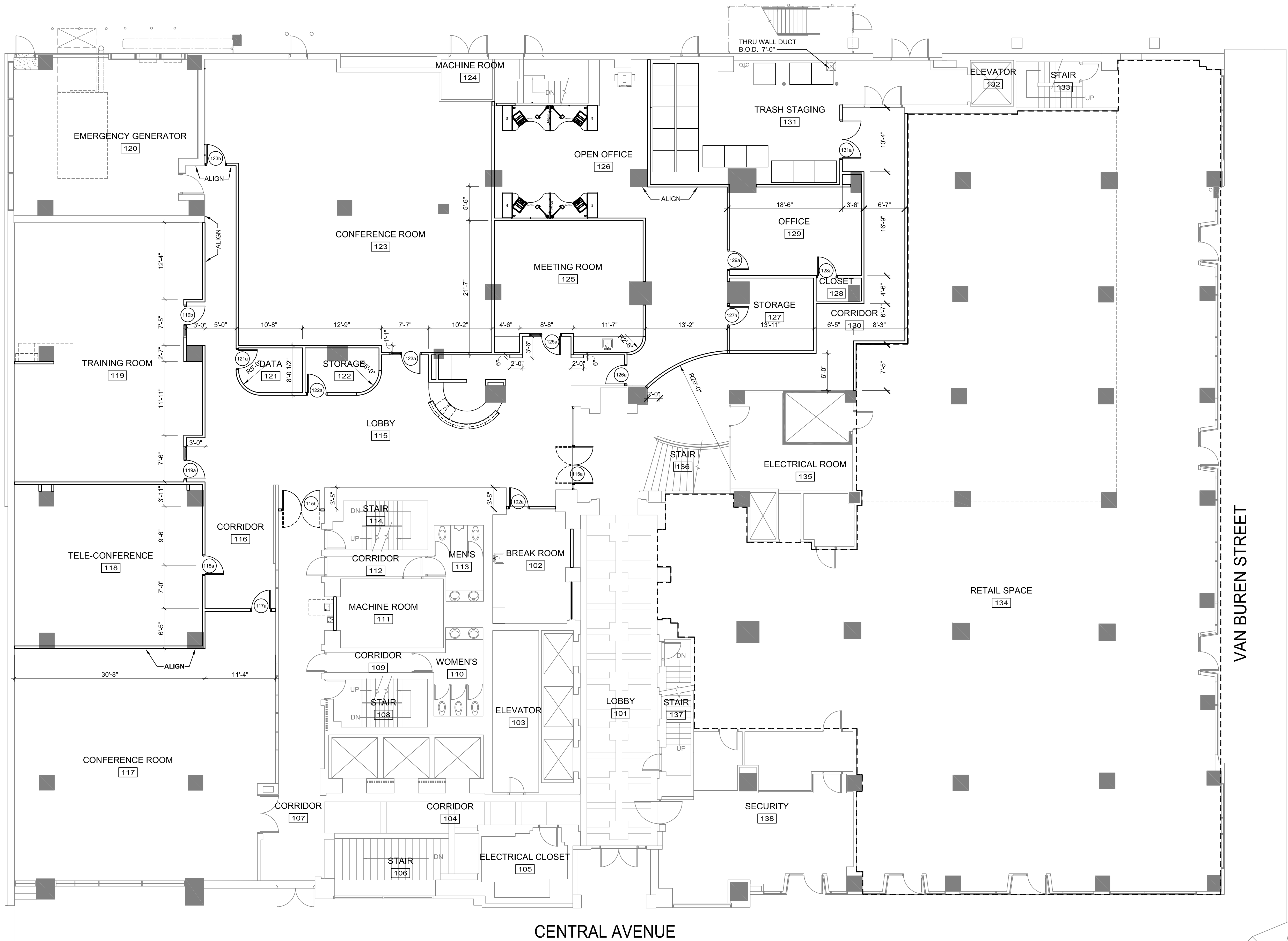
Maricopa County Facilities Management Department  
401 West Jefferson Street  
Phoenix, AZ 85004

- 3.2.4 Along with the revenue payment, the Contractor will be required to provide a worksheet showing the gross revenues.

- 3.2.5 Any payment received more than ten (10) days late will be charged a late fee of ten percent (10%) per annum.
- 3.2.6 Gross Revenue is defined as all revenue generated through the use of the Facility and received by the Contractor including, but not limited to, the following: No expenses shall be deducted to arrive at this number.
- 3.2.7 Revenue Sharing: The County's share of Revenue is calculated as a percentage of gross revenues exceeding the base revenue that has a built-in annual escalator, for the period of July 1 through June 30 of each year.





This drawing is an instrument of service and the property of Jacobs and shall remain their property. The use of this drawing shall be restricted to the original site for which it was prepared and publication thereof.

EXHIBIT B - FLOOR SPACE PLAN



FIRST FLOOR PLAN  
1/8"=1'-0"



SYMBOLS LEGEND	
WINDOW TAG	 A
ROOM TAG	NAME  104
INTERIOR ELEVATIONS	 A1 A200
WALL TYPE	 2

GENERAL NOTES

- ALL NOTES HERIN MENTIONED WITH THOSE ON THE VARIOUS DRAWINGS SHALL APPLY TO ALL DRAWINGS AND FORM PART OF THE CONTRACT.
- ALL CONSTRUCTION DIMENSIONS AND DETAILS SHALL CONCUR WITH AND BE DETERMINED FROM THESE DRAWINGS ONLY.
- FIGURED DIMENSIONS OF NEW CONSTRUCTION TAKE PRECEDENCE OVER SCALED DIMENSIONS AND LARGE SCALE DETAILS OVER SMALL. REPETITIVE FEATURES NOT COMPLETELY DISCRIBED AND/OR DETAILED SHALL BE CONSTRUCTED IN EXACT ACCORDANCE WITH CORRESPONDING FEATURES THAT ARE COMPLETELY DESCRIBED OR DETAILED.
- THE CONTRACTOR SHALL CHECK AND VERIFY ALL EXISTING DIMENSIONS AND CONDITIONS AT THE SITE AND ON THE JOB AGAINST DRAWINGS AND INFORM THE ARCHITECT OF ANY DISCREPANCIES PRIOR TO COMMENCING WORK. SPECIAL ATTENTION SHOULD BE NOTED RELATIVE TO EXISTING MECHANICAL, PLUMBING AND ELECTRICAL CONDITIONS.
- ALL DIMESIONS ARE ACTUAL EXCEPT DIMENSIONS OF CONCRETE, MASONRY, BRICK UNITS AND DRYWALL PARTITIONS WHICH ARE NOMINAL.
- EXISTING DIMENSIONS WHERE PROVIDED, ARE FOR REFERENCE ONLY. CONTRACTOR SHALL FIELD VERIFY EXISTING DIMENSIONS PRIOR TO CONSTRUCTION OF FABRICATION.
- ALL DIMENSIONS OF GYPSUM WALL BOARD PARTITIONS ARE TO THE FACE OF GYP BD, UNLESS OTHERWISE NOTED.
- CONTRACTOR SHALL BE RESPONSIBLE FOR THE SECURING OF ALL REQUIRED PERMITS.
- ALL WORK SHALL BE GUARANTEED TO BE FREE OF DEFECTS IN MATERIALS, AND WORKMANSHIP FOR A PERIOD OF ONE YEAR, FROM DATE OF OWNERS' OCCUPANCY.
- REMOVE ALL RUBBISH ON A REGULAR BASIS, CONFIRM REMOVAL REQUIREMENTS WITH THE OWNER PRIOR TO COMMENCEMENT.
- ALL MATERIALS, EQUIPMENT AND TYPE OR METHODS OF CONSTRUCTION SHALL IN NO EVENT BE LESS THAN THAT NECESSARY TO CONFORM TO THE REQUIRED GOVERNING AUTHORITIES.
- ALL NEW PIPING AND ELECTRICAL CONDUITS SHALL BE CONCEALED WITHIN NEW PARTITIONS.
- FOR LOCATION OF FLOOR DRAINS AND FIXTURES SEE PLUMBING PLAN.
- EQUIPMENT, SERVICES FOR EQUIPMENT, SLAB OPENINGS, ETC., ARE BASED ON CURRENT MANUFACTURES REQUIREMENTS. THESE MAY CHANGE WITH UPDATED OR SUBSTITUTED EQUIPMENT. SERVICES AND SLAB OPENINGS SHALL BE UPDATED AND COORDINATED BY THE CONTRACTOR.
- ELECTRICAL AND MECHANICAL SHOWN ON THE ARCHITECTURAL DRAWINGS ARE TO CLARIFY FUNCTIONAL PATTERNS OF THE ROOMS. THE CONTRACTOR SHAL REFER TO THE MECHANICAL AND ELECTRICAL DRAWINGS FOR COMPLETE LAYOUT OF THE MECHANICAL AND ELECTRICAL SERVICES.
- COORDINATE THE INSTALLATION OF ALL COMPONENTS OF THE PROJECT TO ENSURE COMPLETE AND FUNCTIONAL INSTALLATION OF ALL WORK, AND SYSTEMS. CONDUCT COORDINATION MEETINGS AS REQUIRED WITH TRADES, ARCHITECT AND OWNER TO ENSURE COMPLETE UNDERSTANDING OF THE EQUIPMENT, SYSTEMS AND SPECIAL REQUIREMENTS.
- WHEN PENETRATIONS THROUGH EXISTING CONSTRUCTION ARE REQUIRED REPLACE WORK COMPLETE, WITH CONSTRUCTION OF NO LESS QUALITY THAN THE EXISTING. ALL EXTERIOR PENETRATIONS SHALL BE WATER TIGHT.
- GYPSUM WALL BOARD IN ALL WET AREAS I.E. TOILETS, WASH AREAS ETC., SHALL BE WATER RESISTIVE TYPE.
- ALL GYPSUM WALL BOARD DIRECTLY BEHIND OR ADJACENT TO ALL SINKS, INCLUDING CASE WORK EXTENDING A MINIMUM DISTANCE OF 3'-0" HORIZONTALLY FROM THE CENTERLINE OF FIXTURE AND FROM FLOOR FINISH TO THE CEILING SHALL BE WATER RESISTIVE TYPE.
- WHERE FIRE RATED PARTITIONS ARE SCHEDULED CONTRACTOR SHALL PROVIDE TYPE 'X' GYPSUM WALL BOARD.
- OWNER RESERVES THE RIGHT TO ACCESS THE SPACE THROUGH OUT THE CONSTRUCTION PROCESS IN ADDITION THE OWNER RESERVES THE RIGHT TO INSTALL EQUIPMENT IN CONJUNCTION WITH THE PROJECT. CONTRACTOR SHALL COORDINATE WITH THE OWNER AS TO REQUIRED DELIVERY DATES AND INSTALLATION REQUIREMENTS.
- THE CONTRACTOR SHALL AT ALL TIMES MAINTAIN TEMPORARY WATER AND ELECTRICAL SERVICES AND LIFE SAFETY SYSTEMS. IN ADDITION THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND SECURITY OF THE SPACE.
- THE CONTRACTOR SHALL CLOSE ALL OPENINGS DUE TO CUTTING, REMOVAL, AND NEW WORK REQUIRED BY MECHANICAL AND ELECTRICAL TRADES. OPENINGS SHALL BE CLOSED AND FINISH SHALL MATCH EXISTING. SEALED IN ACCORDANCE WITH FIRE RATING REQUIREMENTS.
- THE CONTRACTOR SHALL FURNISH AND INSTALL ALL ANGLES, STRUTS, BRACKETS, TOGGLES, EYE BOLTS AND ALL OTHER MISC. HARDWARE AND ACCESSORIES REQUIRED TO PROPERLY SUPPORT, BRACE AND/OR REINFORCE ALL FINISHES, FRAMES, EQUIPMENT, ETC..
- THE CONTRACTOR SHALL STORE ALL REQUIRED COMPONENTS, TOOLS, EQUIPMENT, ETC.. IN THE SPACES BEING RENOVATED OR CONSTRUCTED AND SHALL IN NO WAY IMPEDE UPON NORMAL FUNCTIONAL PATTERNS OF THE FACILITY.
- CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING A COMPLETE OPERATIONAL PROJECT. ALL SYSTEMS SHALL BE WHOLE WHETHER SPECIFIED IN FULL OR IN PART IN THESE DRAWINGS. IN CASES WHERE DISCREPANCIES OCCUR, THE CONTRACTOR SHALL NOTIFY THE ARCHTTECT IMMEDIATELY. ANY INSTANCE WHERE THE CONTRACTOR PROCEEDS WITH INSTALLATION CONTRARY TO THIS DIRECTIVE, WITHOUT THE ARCHITECTS PRIOR APPROVAL, THE ARCHITECT RESERVES THE RIGHT TO REJECT THE WORK.
- THE CONTRACTOR SHALL PROVIDE CONSTRUCTION BARRICADES AS REQUIRED AND MAINTAIN THESE THESE BARRICADES TO PREVENT PUBLIC ACCESS INTO THE CONSTRUCTION AREA.
- FOR TYPICAL WALL TYPES SEE SHEET A300
- FOR DOOR AND FINISH SCHEDULE SEE SHEET A300
- EXPOSED WALLS, CEILINGS, AND BEAMS TO BE PATCHED AND FINISHED TO PROVIDE A SMOOTH, EVEN SURFACE.
- USE LEVELING COMPOUND TO PROVIDE A SMOOTH, LEVEL FLOOR SURFACE.

**JACOBS**

101 NORTH FIRST AVENUE, SUITE 3100  
PHOENIX, ARIZONA 85003  
PHONE (602) 253-1200  
FAX (602) 253-1202

www.jacobs.com

**PRELIMINARY**  
These documents are  
for Design Review and  
not intended for  
Construction Bidding  
or Permit Purposes.

**SECURITY BUILDING  
FIRST FLOOR RENOVATION  
234 N. CENTRAL AVENUE  
PHOENIX, AZ 85003  
PARCEL # 112-21-072C**

ISSUED: NOVEMBER 7 2007

FOR: -

REVISIONS

JOB NUMBER 193701

DRAWN MDF

CHECKED DR

TITLE

**FIRST FLOOR PLAN**

**A100**

Copyright 2007 by Jacobs

## EXHIBIT C



# **(DRAFT CONTRACT) CONTRACT PURSUANT TO RFP**

**SERIAL 08097-ITN**

This Contract is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and \_\_\_\_\_, an Arizona **corporation** ("Contractor") for the operation of a \_\_\_\_\_ at the Maricopa County Security Building.

### **1.0 TERM**

- 1.1 This Contract is for a term of FIVE (5) years, beginning on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ and ending the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.
- 1.2 The County may, at its option and with the agreement of the Contractor, extend the period of this Contract for additional terms up to a maximum of FIVE (5) years, (or at the County's sole discretion, extend the contract on a month to month bases for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract period at least thirty (30) calendar days prior to the expiration of the original contract period, or any additional term thereafter.

### **2.0 PAYMENT**

- 2.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Exhibit "A."
- 2.2 Payment shall be made upon the County's receipt of a properly completed invoice. Invoices shall contain the following information: Contract number, purchase order number, item numbers, description of supplies and/or services, sizes, quantities, unit prices, extended totals and any applicable sales/use tax.
- 2.3 **INVOICES AND PAYMENTS:**
  - 2.3.1 **The Contractor shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:**
    - 2.3.1.1 Company name, address and contact
    - 2.3.1.2 County bill-to name and contact information
    - 2.3.1.3 Contract Serial Number
    - 2.3.1.4 Invoice number and date
    - 2.3.1.5 Payment terms
    - 2.3.1.6 Date of services
    - 2.3.1.7 Quantity (number of days or weeks)
    - 2.3.1.8 Contract Item number(s)
    - 2.3.1.9 Description of Revenue
    - 2.3.1.10 Revenue
    - 2.3.1.11 Total Amount Payable

**Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.**

2.3.2 Payment will be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Award the Contractor shall fill out an EFT Enrollment form (to be provided by the Procurement Officer) or as located on the County Department of Finance Website as a fillable PDF document ([www.maricopa.gov/finance/](http://www.maricopa.gov/finance/)).

2.3.3 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

### 3.0 DUTIES

3.1 The Contractor shall perform all duties stated in Exhibit "B."

### 4.0 TERMS & CONDITIONS

#### 4.1 INDEMNIFICATION:

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions or mistakes relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting there from, caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of County.

#### 4.2 INSURANCE REQUIREMENTS:

Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.



Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contactor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

Contractor is required to procure and maintain the following coverages indicated by a checkmark:

**4.2.1 Commercial General Liability.**

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

**4.2.2 Automobile Liability.**

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

**4.2.3 Workers' Compensation.**

Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$5,000,000 disease policy limit.

Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the

Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

4.2.4 Certificates of Insurance.

4.2.4.1 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. **BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND UNDERSTANDS THAT FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS CONTRACT.**

In the event any insurance policy (ies) required by this Contract is (are) written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

4.2.4.2 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

4.3 NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County  
Department of Materials Management  
Attn: Director of Purchasing  
320 West Lincoln Street  
Phoenix, Arizona

For Contractor:

4.5 REQUIREMENTS CONTRACT:

4.5.1 Contractor signifies its understanding and agreement by signing this document that this Contract is a requirements contract.

4.6 TERMINATION FOR CONVENIENCE:

The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the County without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the County. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

**4.7 TERMINATION FOR DEFAULT:**

- 4.7.1 In addition to the rights reserved in the Contract, the County may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.
- 4.7.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County on demand.
- 4.7.3 The County may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the County for any excess costs incurred by the County in procuring materials or services in substitution for those due from the Contractor.
- 4.7.4 The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

**4.8 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:**

Notice is given that pursuant to A.R.S. §38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S §38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

**4.9 OFFSET FOR DAMAGES;**

In addition to all other remedies at law or equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

**4.10 ADDITIONS/DELETIONS OF SERVICE:**

The County reserves the right to add and/or delete products and/or services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the proposal price. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

**4.11 SUBCONTRACTING:**

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Proposal Serial Number and identify the job project.

**4.12 AMENDMENTS:**

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Materials Management shall be responsible for approving all amendments for Maricopa County.



**4.13 RETENTION OF RECORDS:**

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

**4.14 AUDIT DISALLOWANCES:**

If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

**4.15 ALTERNATIVE DISPUTE RESOLUTION:**

4.15.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:

4.15.1.1 Render a decision;

4.15.1.2 Notify the parties that the exhibits are available for retrieval; and

4.15.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).

4.15.2 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.

4.15.3 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.

**4.16 SEVERABILITY:**

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

4.17 RIGHTS IN DATA:

The County shall own have the use of all data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

4.18 INTEGRATION:

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

4.19 GOVERNING LAW:

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
PRINTED NAME AND TITLE

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
DATE

MARICOPA COUNTY

BY: \_\_\_\_\_  
CHAIRMAN, BOARD OF SUPERVISORS

\_\_\_\_\_  
DATE

ATTESTED:

\_\_\_\_\_  
CLERK OF THE BOARD

\_\_\_\_\_  
DATE

APPROVED AS TO FORM:

\_\_\_\_\_  
DEPUTY MARICOPA COUNTY ATTORNEY

\_\_\_\_\_  
DATE